IN THE

Supreme Court of the United States

October Term, 1941

AMANTA S. MAIER,
Petitioner,

vs.

THE CONTINENTAL OIL COMPANY,
Respondent.

No.....

BRIEF IN SUPPORT OF PETITION FOR WRIT OF CERTIORARI

I.

THE OPINIONS OF THE COURTS BELOW.

The District Court neither gave nor filed a written opinion, but found the facts specially (R. 111-168) and stated thereon its conclusions of law (R. 168).

The opinion of the Circuit Court of Appeals filed on February 21, 1941, appears at pages 199 to and includ-

ing 208 of the record, and is reported in 120 F. (2d) 237-242. The concurring opinion appears at 206-208, and the dissenting opinion at 208 of the record.

No opinion of the Circuit Court of Appeals was filed in overruling the petitioner's petition for a rehearing (R. 217).

II.

JURISDICTION.

A statement particularly disclosing the basis upon which it is contended that this Court has jurisdiction is set out in the petition for writ of certiorari at page 3.

III.

STATEMENT OF THE CASE.

A full statement of the case having been given in the petition for certiorari, for brevity is not here repeated.

IV.

ASSIGNMENTS OF ERROR.

The Circuit Court of Appeals erred in the following particulars:

1. In refusing to follow the rule announced by this Court in *Erie Railroad Co.* vs. *Tompkins,* 304 U. S. 64, *Wichita Royalty Company et al.* vs. *City*

National Bank, 306 U. S. 103; *Equitable Life Insurance Co. of Iowa* vs. *Halsey, Stuart & Co.*, 85 L. ed. (Adv.) 631, and similar cases, in that the Circuit Court of Appeals refused to follow the controlling Indiana decisions which hold

(a) that a lease containing no land descriptions is invalid;

(b) that a typewritten sheet of land descriptions pinned or clipped to a lease form making no reference to the lease form and the lease form making no reference to the descriptions, is not a binding and valid lease;

(c) that land descriptions such "Pt. of Fract. Sect. 36 T 2 SR 14 W containing 49.40 acres"; "Pt. of W ½ of NW ¼ Sec. 4 T 3 SR 13 W containing 1.00 acres, and similar descriptions on which respondent relies (R. 45, 46, 47, 50) are insufficient identifications of land to demise it; and

(d) that the altering in a material respect of the land descriptions without grantor's (petitioner's) knowledge or consent invalidated a lease so as to bar affirmative relief to one such as respondent.

V.

ARGUMENT.

A.

Complete jurisdiction in the United States Supreme Court is shown by the record since this is a civil case in the United States Court of Appeals for the Seventh Circuit. The petitioner was a party to such case (R. 199) Judicial Code Sec. 240 (a) amended Feb-

ruary 13, 1925, June 7, 1934 (43 Stat. 938; 48 Stat. 926, 28 U. S. C. 347).

B.

The Circuit Court of Appeals held that the lease was not void for lack of descriptions (R. 203, 204).

The Indiana Statute of Frauds provides in part that:

> "No action shall be brought in any of the following cases * * *
>
> "unless the promise, contract or agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing, and signed by the party to be charged therewith, or by some person thereunto by him lawfully authorized, excepting, however, leases not exceeding the term of three (3) years."
>
> (Sec. 1, Ch. 42, 1 R. S. 1852, Burns' Indiana Statutes Annotated, 1933, Sec. 33-101.)

The lease form in question here provided in respect of the term as follows:

> "It is agreed that this lease shall remain in force for a period of ten years from this date and as long thereafter as oil and gas or either of them is produced from said land by lessee." (R. 41.)

In *Soroka* vs. *Knott* (1929) 90 Ind. App. 649, 653, it was said:

> "* * * A lease for a term of more than three years, must, in order to be binding, be in writing."

The same rule has been announced in *Remm* vs. *Landon* (1909) 43 Ind. App. 91; *Nash* vs. *Berkmier* (1882) 83 Ind. 536.

The lease form which petitioner signed on July 12, 1937, was partly written, partly printed, and partly blank (R. 40, PX 1 R. 41-44, offered R. 41; Finding No. 2 111-117). It contained no land descriptions of any character (R. 40).

Respondent's assignor delivered to petitioner about two weeks after she signed the lease form (PX 1) a typewritten list of descriptions (PX 2, R. 45, offered R. 45), saying: "You take this copy and put it onto your lease" (R. 44, Finding No. 3 R. 117-121). The lease form made no reference to the typewritten sheet nor did the typewritten sheet make any reference to the lease form.

Under Indiana law the lands of petitioner were not thereby demised to respondent's assignor McClurkin.

Dingman vs. *Kelly* (1856) 7 Ind. 717, 718, was an action by Kelly against Dingman upon a written guaranty of the latter that one Jewett would perform a lease from Kelly to Jewett as tenant.

It was contended the lease was invalid for uncertainty. The lease demised "all the messuage and tract of land situate in the County of Wabash and the State of Indiana, viz: . . . . together with all the buildings, improvements and appurtenances, etc." The trial court found for the plaintiff. The judgment was reversed. The Court said:

"We are of the opinion that the lease was

> wholly void for uncertainty. If such a defect can be supplied by parol proof, the statute of frauds is of no avail. The proof would more than alter or vary the terms of a deed; it would make one, which, independent of such proof, could have no operation whatever."

In *Wilson* vs. *Johnson* (1895) 145 Ind. 41, 44, the Court said:

> . . . It has often been held, by this and other courts, that deeds purporting to convey lands which do not describe or designate the lands, are invalid for uncertainty."

Many other Indiana cases announce the rule that conveyances containing no description are invalid for uncertainty.[2]

C.

It was held by the Circuit Court of Appeals that the lease was not void for uncertainty.

Mrs. Maier, petitioner, on July 27, 1937, at McClurkin's request, appeared before a notary, signed and acknowledged a partly printed, partly written, and partly blank lease form, to the back of which was pinned or clipped a typewritten sheet, similar to PX 2, containing land descriptions. The lease form did not refer to the typewritten sheet nor did the typewritten sheet

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[2] *Edens* vs. *Miller* (1896) 147 Ind. 208, 211;
Balwin, et al. vs. *Kerlin, et al.* (1874) 46 Ind. 426, 431-432;
Feichter vs. *Korn* (1918) 70 Ind. App. 205;
Ridgway vs. *Ingram* (1875) 50 Ind. 145, 147-148;
Porter vs. *Byrne* (1858) 10 Ind. 146, 148;
Miller vs. *Campbell* (1875) 52 Ind. 125, 127.

refer to the lease form. The mere pinning or clipping of the sheet of land descriptions to the back of the lease form and the signing of only the lease form does not make a binding lease contract. To be a valid and binding lease under Indiana law the instrument containing the descriptions must be clearly referred to and identified by the contract signed by Mrs. Maier.[3]

In *Pulse, et al.* vs. *Miller, et al.* (1881) 81 Ind. 190, 191, 192, the complaint of the appellants was based upon a contract providing in part as follows:

> " 'The parties of the first part having this day conveyed certain lands situate in Liberty Township, Shelby County, Indiana, in part, agree to have the same completed within twenty days, or pay the parties of the second part the sum of five hundred dollars, and the parties of the second part agree to comply with the contract on completion of the deeds, or pay to the parties of the first part the sum of five hundred dollars.' "

The Court said:

> "A contract for the conveyance of lands must describe the property upon which it is intended to operate. If there is no description of the land, the statute (of frauds) prohibits the enforcement of the agreement. * * *
>
> "Recourse can not be had to parol evidence to supply a description of the land intended. 'Land, for instance, which is purported to be bargained for, must be so described that it may be identified.' * * *

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[3] *Feichter* vs. *Korn* (1918) 70 Ind. App. 205, 210; *Edens* vs. *Miller, et al.* (1896) 147 Ind. 208, 211.

"Another author says: 'Nor can parol evidence be received to supply anything which is wanting in the writing, to make it the written agreement on which the parties rely.' * * *

"It is not necessary that the description should be contained in one of a series of instruments; if, taking all the instruments in the series together, the description appears, it will be sufficient. In order that this should be so, the instrument must be clearly referred to and identified by the contract signed by the party sought to be charged. *Wills* vs. *Ross*, 77 Ind. 1; *Ridgeway* vs. *Ingram*, supra. There is no identification of the deeds referred to in the contract under examination. The connection between the deeds and the contract can only be established by parol evidence, and where this is so the contract is within the statute. * * *

" 'Under this statute, which is copied from that of Charles the 2d, the instrument of writing, whatever may be its form, must either show on its face, or by reference to some other instrument, every material part of a valid contract on that subject such as the names of the parties, a description of the land, the amount of the purchase-money, etc.' "

In *Ridgway* vs. *Ingram* (1875) 50 Ind. 145, 147, 148, one Truesdell recovered judgment for the foreclosure of a mortgage against one Miles. The judgment was assigned to appellee who also obtained a judgment against Miles for the foreclosure of another mortgage on the same and other lands. Orders of sale were issued on the judgments. On the order of sale issued on the

first judgment which was assigned to appellee, the sheriff endorsed the following memorandum:

> *"Sold to Asa J. Ridgway, for twenty-four hundred dollars. October 16th, 1869.*
>
> *"J. D. Phelps, Sheriff L. C.*
>
> *"By Wm. H. H. Whitehead, Dep'y."*
>
> "The above memorandum is all the evidence there was, except such as was oral, that Ridgway purchased the land at sheriff's sale."

This case was instituted by the appellee against appellant for failing to pay the purchase money claimed to have been bid by appellant on the property. One of the questions presented was whether the above memorandum is a sufficient contract, memorandum or note thereof, within the statute of frauds.

> "The memorandum endorsed upon the order of sale, but without any reference to it for the ascertainment of the thing sold, is no better than if it had been made on any other piece of paper. * * *
>
> "It seems to be well settled, that a memorandum, in order to make another writing a part thereof, so as to constitute a part of the contract, must refer to such other writing; and that parol proof of the connection of the papers is not admissible to establish a contract required by the statute of frauds to be in writing."

Wilstach vs. *Heyd* (1889) 122 Ind. 574, 578, 579, was an action for damages for the alleged breach of a contract for the sale of a lot. Appellant alleged defend-

ants sold and agreed to convey to him certain real estate owned by them, which was described as follows:

> "Lot No. 14 on Ekin Avenue in the City of New Albany."

It is further alleged that George Heyd for himself and as agent of the other defendants, made, executed, and delivered to the plaintiff, a memorandum of the transaction signed by Heyd for himself and as an agent, which recited the receipt from plaintiff of $200 as part purchase money of a lot. On the back of the memorandum appeared the following:

> "The lot No. 14 Ekin Avenue."

No other or further description of the land appears upon the memorandum. A demurrer was sustained to plaintiff's amended complaint. The Court said:

> "It appears from the complaint that the only pretended description of the real estate, which it is alleged was sold by defendants to the plaintiff, is endorsed on the back of the memorandum. There is no description at all in the body of the instrument. It is contended by counsel for appellant that this can make no difference, that it must be treated as a part of the written instrument, and that it would be good even if the description was written on another and different paper. It is probably true that the description is the same as if it appeared on another paper, and if such description was sufficient and properly referred to and identified in the body of the written instrument, or memorandum, signed by the party, it would probably be sufficient; but this question has been settled by a decision of this court."

There is no reference of any kind in the lease form to the land descriptions which were pinned or clipped to the back thereof, nor is there any reference of any kind in the descriptions to the lease form. The lease form neither refers to nor identifies the land descriptions.

The trial court in the instant case found as a fact that the lease form did not refer to the descriptions nor did the descriptions refer to the lease form. (Findings No. 7 and 8, R. 127, 128.) These findings are supported by uncontradicted evidence. (R. 41, PX 1, R. 41, offered R. 41; R. 45, PX 2, R. 45, offered R. 45.)

D.

The Circuit Court of Appeals held that the lands of petitioner were sufficiently identified in the list of descriptions to be demised to respondent's assignor.

Some of the land descriptions relied on by respondent are: "Pt of Fract. Sect. 36 T 2 SR 14 W containing 49.40 acres, Pt. of W ½ of NW ¼ Sec. 4 T 3 SR 13 W containing 1.00 acres, Pt. fr. Sec. 6 T 3 SR 13 W containing 62.99 acres."[4] (R. 19, 20, 45, 46, 47, 50, 51.)

Under Indiana law descriptions such as those set out above, relied on by respondent, are insufficient to demise land.

In *Craven, et al.* vs. *Butterfield, Receiver et al.* (1881) 80 Ind. 503, 509, appellee, as receiver of a firm,

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[4] Many other similar insufficient descriptions appear in the descriptions prepared by respondent's assignor. (PX 2, R. 45, offered R. 45; PX 5, R. 46, 47, offered R. 47; PX 6, R. 50, 51, offered R. 50.)

brought suit to reform and foreclose a mortgage executed by one Williamson, a member of the firm, and his wife, to the firm to secure Williamson's note for $2,000.00.

The amended first paragraph of the complaint averred the amount due and unpaid. The description of the land in the mortgage is as follows:

> "Twenty-seven acres, fractional section fifteen (15), town eight (8) south, of range eleven (11) west."

Two of the defendants who claimed an interest in the land, answered jointly that the description in the mortgage was so vague and indefinite that the record of the mortgage was no notice to them. The jury found for the plaintiff. The two defendants, with one Craven and wife, appealed. In holding the description of the mortgage inadequate, the Court said:

> "The mortgage from Williamson to Craven, Schenck & Co., was clearly void for want of certainty in the description of the land. It was said by Elliott, J., giving the opinion of the court, in *Rucker* vs. *Steelman*, 73 Ind. 396, that 'it is a familiar rule, that the part of the deed describing the premises conveyed shall be construed with the utmost liberality. It is not the office of a description to identify the land, but to furnish the means of identification.' But the description in Williamson's mortgage furnishes no means of identification; it is impossible to determine, by the words of the mortgage, where in section fifteen the twenty-seven acres are, or in what shape they are. *Guy* vs. *Barnes*, 24 Ind. 345;

> *Nolte* vs. *Libbert*, 34 Ind. 163. A complaint founded solely upon such a mortgage, and seeking a decree of foreclosure only, would be bad upon demurrer."

First National Bank of Centreville vs. *Gough, et al.*, (1878) 61 Ind. 147, 151, was a suit to correct an alleged mistake. Gough owed certain monies and gave a mortgage to secure the payment of the same. The land upon which the mortgage was given was described in the mortgage as follows:

> "West middle division of S. E. quarter, section 21, township 16, range 12, containing 95 acres."

After the above mortgage was recorded but before the foreclosure, various judgments by third parties were obtained and Gough made an assignment for the benefit of his creditors to one Kepler. It was alleged that the creditors were chargeable with and had notice of the intention of said parties to said mortgage, as to the property to be covered by it. It was asked that the mortgage be corrected by inserting certain words respecting its being the home farm of Charles T. Gough. A demurrer was sustained; judgment rendered. In affirming the judgment, the Court pointed out:

> "There does not appear to have been any fraud, surprise or mistake in copying the description. The parties, in preparing the mortgage, did just what they intended to do. The mortgage was delivered immediately upon its execution, was received by the cashier for the bank, and the next day delivered to the recorder of the county. Two years after the execution of the mortgage, it was placed in the hands of an

agent for foreclosure, and a decree of foreclosure was obtained. In the meantime, interests in the land supposed to be mortgaged had been acquired by third persons.

"The mistake, it thus appears, in the preparation of the mortgage, was one of law, arising from the negligence of the parties in failing to acquire information as to the requisite description of the land to be inserted in the mortgage. They inserted a description such as they approved, but two years afterward found it was not full enough to identify the land, and now pray the court to insert for them such an addition as will effect such identification, and this after interests have been acquired by third persons in the land."

In *Thompson, et al.* vs. *Griffith* (1922) 79 Ind. App. 60, appellee brought a complaint for damages for breach of a contract of sale of real estate. The real estate was described in the contract as follows:

"The southwest quarter (1/4) of the southeast quarter of Section 23, 12, 3 containing 40 acres more or less. Also part of the west half of the northeast quarter of Section 26, 12, 3 containing 43.62 acres, more or less."

A demurrer was filed to the complaint based upon the indefinite and uncertain description in the agreement, and stating that it was insufficient under the statute of frauds. The demurrer was overruled; answers filed; trial had; judgment for appellee. It was pointed out that:

"There is no averment in the complaint that the 43.62 acres was all of the real estate owned

> by the appellee in said west half, etc. It is impossible from the description given to determine where in such west half, the 43.62 acres are located."

The Court reviews many cases, and in reversing the judgment and ordering the trial court to sustain the demurrer, the Court said:

> "It will readily be seen that there are two lines of cases, the one line containing descriptions that are consistent but incomplete, and that such descriptions may be completed, and the land identified, without introducing a new description; while in the other line of cases the description cannot be completed and the land identified, without making a new description and a new contract for the parties."

The case at bar falls clearly within the second line of Indiana cases above referred to in that many of the descriptions upon which responded relies, such as those set out as illustrative, cannot be completed and the land identified without making a new contract.[5]

E.

The cases relied on in the majority opinion by the Circuit Court of Appeals, viz: *Howards* vs. *Adkins*, 167 Ind. 184; *Calton* vs. *Lewis*, 119 Ind. 181; *Torr* vs. *Torr*, 20 Ind. 118; *Tewksbury* vs. *Howard*, 138 Ind. 103, fall within the first class of cases referred to in *Thompson* vs. *Griffith* (1922) 79 Ind. App. 60, cited above. They are cases wherein the completion of the descriptions did

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[5] *Buchanan* vs. *Whitam* (1871) 36 Ind. 257;
Shoemaker vs. *McMonigle* (1882) 86 Ind. 421, 422, 423;
Howell, et al. vs. Zerbee (1866) 26 Ind. 214.

not require that a new description be introduced. Such is not this case: first, because there were no descriptions in the lease form signed by petitioner on June 12 or July 27, 1937; second, the descriptions on the typewritten sheet pinned or clipped to the lease form signed on July 27, 1937, neither referred to the lease form nor were referrd to in the lease form; third, many of the descriptions appearing on the typewritten sheet insufficiently identified the land to demise it without making a new description.

F.

The alteration of the descriptions pinned or clipped to the lease form by substituting different and in some instances entirely new land descriptions (Appendix A) voided the lease if one existed, which is denied, at least to debar respondent of any affirmative relief based on such a pretended lease. The Circuit Court of Appeals held otherwise (R. 206).

As shown by Appendix A (p. 35) many of the descriptions on PX 2 (the list pinned or clipped to the lease form signed by petitioner) recited the acreage as being less than the acreage shown in PX 3, the list of descriptions as changed and altered.

As also shown by Appendix A, PX 3 contains four entirely new descriptions of land tracts none of which appeared in PX 2 in any manner, and which contained in the aggregate 201 acres.

In addition, PX 3 contained completely new descriptions of tracts not legally or sufficiently described in PX 2.

An unauthorized alteration such as here is presumptively fraudulent in Indiana.

> *Cochran* vs. *Nebeker* (1874), 48 Ind. 459, 462;
> *Busjahm* vs. *McLean* (1891), 3 Ind. App. 281, 283.

In *Robbins* vs. *Magee, et al.* (1881) 76 Ind. 381, 392, a deed of conveyance which had been altered was held to debar the parties from relief based on the deed.

The Court said:

> "The appellees are grounding their claim to affirmative relief upon a deed which, according to the undenied allegation of the complaint, was fraudulently altered by them. There is a broad distinction between a case where a party asserts a right to have judicial assistance, and founds his right upon a deed wrongfully altered in a material part, and a case where his adversary seeks to divest a vested title, upon the ground that, subsequent to the time such title vested, the grantee wrongfully altered the deed. Professor Greenleaf says: 'If the estate lies in grant, and can not exist without deed, it is said that any alteration by the party claiming the estate will avoid the deed as to him, and that therefore the estate itself, as well as all remedy upon the deed, will be utterly gone.' 1 Greenleaf Evidence, sec. 568. * * *
>
> "To permit the appellees to secure the relief sought would be to furnish them a remedy upon an instrument which they themselves had fraudulently altered, and would be allowing them to enforce a right dependent entirely upon a contract which by their own wrongful act they had so changed as to make it essentially different from that which the parties actually executed.

> It has been often held that no action or defense can be maintained upon an instrument which has been altered in a material part, and, upon the same principle, it must be held that no affirmative defense can be maintained upon a deed which has been fraudulently altered, by the party by whom the alteration was made. * * *
>
> "We may remark, by the way, that there are very many cases to the effect, that any fraudulent alteration of a deed made by the grantee will avoid it, whether the alteration is of a material or an immaterial part."

The trial court found the facts in favor of petitioner in respect of the pretended lease being void. Each finding is supported by ample evidence as is shown in the summary of facts in the petition (pp. 3-9).

> "The provisions of the new procedural rules that the findings of fact of the trial judge are to be accepted on appeal unless clearly wrong (Rule 52 (a), 28 U. S. C. A., following section 723 c), is but the formulation of a rule long recognized and applied by courts of equity."

Guilford Const. Co. vs. *Biggs* (1939, C. C. A. 4) 102 F. (2d) 46, 47;

Adamson vs. *Gilliland*, 242 U. S. 350, 353.

G.

Judge Major, in a concurring opinion, believed the petitioner was estopped to deny the validity of the lease. (R. 206.) Respondent did not show that it relied on any conduct or any statement made by petitioner.

On the contrary, the testimony shows (a) respondent did not know until it made its selection December 20, 1938, one day before this suit was commenced, which of the leases it would acquire under the McClurkin option of August 24, 1937 (R. 72-73); (b) nothing additional was done by respondent as a result of conversations by respondent's representatives with petitioner. (R. 79-81.)

The rule in Indiana respecting estoppel is stated aptly in *Hosford* vs. *Johnson* (1881), 74 Ind. 479, 485. It is there said:

> "To constitute an esoppel by conduct, there must be:
>
> "1. A representation or concealment of material facts.
>
> "2. The representation must have been made with knowledge of the facts.
>
> "3. The party to whom it was made must have been ignorant of the truth of the matter.
>
> "4. It must have been made with the intention that the other party should act upon it.
>
> "5. The other party must have been induced to act upon it."

In *Pabst Brewing Co.* vs. *Schuster* (1913), 55 Ind. App. 375, 381, the Court said:

> "One who insists upon the acts of another as working an estoppel must show that he acted upon the same, and was influenced thereby to do

> some act which would result in an injury if that other is permitted to gainsay or deny the truth of what he did."

Respondent did not discharge the burden of making the requisite showing.

H.

Had this case been before the Indiana Supreme Court we submit that it would have held the pretended lease invalid on the evidence presented and the rules laid down in the Indiana cases cited in this brief. No argument advanced or no case cited by the Circuit Court of Appeals persuades otherwise.

> (See *Equitable Life Insurance Co. of Iowa* vs. *Halsey Stuart & Co.* (1941) 85 L. ed. (adv.) 631, 640.)

WHEREFORE, petitioner prays that the writ be granted.

WILLIAM H. THOMPSON,
Indianapolis, Indiana,

ALLEN K. SWANN,
Evansville, Indiana,

ARTHUR S. WILSON,
CLAUDE A. SMITH,
VANDEVEER & KINTNER,
Princeton, Indiana,

PERRY E. O'NEAL,
PATRICK J. SMITH,
Indianapolis, Indiana,

Counsel for Petitioner.

EXHIBIT A

PX 2[7]

PX 2 (R. 46) is first list (unsigned) of purported land descriptions found by the court only from parol testimony to have been pinned or clipped to the back of the partly printed, partly written, and partly blank lease form, which lease form was acknowledged by petitioner on July 27, 1937.

Petitioner has added these numbers for clarity and convenience of reference	Exact Wording of Description	Description Altered in PX3*	PX 3 Item No.	Total amount of acreage owned by Mrs. Main the partic subdivisio the Secti which t item is to be a p
(1)	Fraction in 31 T 2 S R 13 W 9.22 A	✓	No. 26	143.13
(2)	S½ 21 T 3 S R 13 W 200 A	✓ As to acreage	No. 20	320.00
(3)	Pt NE¼ T 3 S 13 W 120 A (Forest Reserve)	✓	?	?
(4)	Pt NW¼ 21 T 3 13 W 81 A (Forest Reserve)	✓ To E½ of NW	By Changing No. 21	80+ A
(5)	Pt SE¼ 20 T 3 S 13 W 120 A	✓	No. 15 No. 16	120 A
(6)	E½ NE¼ Sec 28 T 3 R 13 W 80 A	X*	No. 17	80 A
(7)	NW¼ NE¼ 28 S 3 R 13 W 40 A (Forest Reserve)	X*	No. 18	40 A
(8)	NE¼ NW¼ 28 3 S R 13 W 40 A (Forest Reserve)	X*	No. 19	40 A
(9)	Freaction Sec 1 T 3 S R 14 W 40 A (Forest Reserve)	✓	No. 6	102.71 A
(10)	Pt Lots 1-2-3-4 Sec 11 T 3 S R 14 W 139.75 A	✓	No. 5	175.20 A
(11)	NW fr ¼ 12 T 3 S R 14 W 18.82 A	✓	No. 7	177.51
(12)	W½ NE¼ Sec 12 T 3 S R 14 W 80 A	X*	No. 8	80.00
(13)	NE¼ NE¼ 12 3 S R 14 W 40 A	Probably X*	No. 13	40.00
(14)	W½ SW¼ Sec 12 T 3 S R 14 W 80 A (Forest Reserve)	X*	No. 9	80.00
(15)	Pt SW¼ NW¼ Sec 13 T 3 S R 14 W 16.30 A	✓	No. 12	40.00
(16)	NW¼ NW¼ Sec 13 T 3 S R 14 W 40 A	X*	No. 11	40
(17)	S½ fr Sec 14 T 3 S R 14 W 58.01 A	Altered as to acreage	No. 1	80.40
(18)	S½ N½ Sec 14 T 3 S R 14 W 52.50 A	See PX3 No. 2 except acreage		144.5
(19)	Lot 1 & 2 Sec 14 T 3 S R 14 W 77.65 A	See PX3 No. 3 except acreage		117.3
(20)	Lot 2 (for res) Sec 7 T 3 S R 13 W 69.40 A	X*	No. 14	56.3
(21)	Lot 1 (for res) Sec 7 T 3 S R 13 W 19.75 A	X*	No. 13	19.7
(22)	Fraction Sec 6 T 3 S R 13 W 57.98 A	See PX3 No. 25 except as to acreage		32.6
(23)	Pt E½ SW¼ Sec 16 T 3 S R 13 W 40 A	✓	No. 27	80.0
(24)	Pt SE¼ Sec 16 T 3 S R 13 W 40 A	✓	No. 28	160

PX 3

PX 3, which is an entirely new and differ
on face of partly written, partly printed
Mrs. Maier July 27, 1937, as recorded, as
identified and unsigned first list, which fi
was clipped to lease form without refere
PX 2 and said pasting of PX 3 were do
Maier, petitioner.

Total amount of acreage owned by Mrs. Maier in the particular subdivision of the Section of which this item is said to be a part.	Petitioner has added these numbers for clarity and convenience of reference	Exact Wording of Description	or s s
143.13 A	(1)	S½ of frct sec 14 T 3 S R 14 W Containing 82.31 Ac.	Ex
320.00 A	(2)	S½ of N½ Frct Sec 14 T 3 S R 14 W Containing 52.50 Ac.	
?	(3)	Lots 1 & 2 in Sec 14 T 3 S R 14 W Containing 77.65 Ac.	
80+ A	(4)	Pt of fract Sec 36 T 2 S R 14 W Containing 49.40 Ac.	Sin
120 A	(5)	Lots 1, 2, 3, 4, Sec 11 T 3 S R 14 W Containing 190.75 Ac.	
80 A	(6)	Pt of Sec 1 T 3 S R 14 W (fraction) Containing 82.32 Ac.	
40 A	(7)	NW frt Sec 12 T No. 3 S R 14 W Containing 132.25 Ac.	
40 A	(8)	W½ of NE¼ Sec 12 T 3 S R 14 W Containing 80.00 Ac.	
102.71 A	(9)	W½ of SW¼ Sec 12 T 3 S R 14 W Containing 80.00 Ac.	
175.20 A	(10)	NE¼ of NE¼ Sec 12 T 3 S R 14 W Containing 40.00 Ac.	
177.51 A	(11)	NW¼ of NW¼ Sec 13 T 3 S R 14 W Containing 40.00 Ac.	
80.00	(12)	SW¼ of NW¼ Sec 13 T 3 S R 14 W Containing 40.00 Ac.	
40.00	(13)	Lot No. 1 and fract NE¼ of W Fract ½ of Sec 7 T 3 S R 13 W Containing 75.00 Ac.	
80.00	(14)	Lot No. 2 in Sec 7 T 3 S R 13 W Containing 40.00 Ac.	
40.00	(15)	E½ of SE¼ Sec 20 T 3 S R 13 W Containing 80.00 Ac.	
40	(16)	NW¼ of SE¼ Sec 20 T 3 S R 13 W Containing 40.00 Ac.	
80.40	(17)	E½ of NE¼ Sec 28 T 3 S R 13 W Containing 80.00 Ac.	
144.55	(18)	NW¼ of NE¼ Sec 28 T 3 S R 13 W Containing 40.00 Ac.	
117.30	(19)	NE¼ of NW¼ Sec 28 T 3 S R 13 W Containing 40.00 Ac.	
56.37	(20)	S½ Sec 21 T 3 S R 13 W Containing 320.00 Ac.	Sar acre
19.70	(21)	E½ of NW¼ Sec 21 T 3 S R 13 W Containing 80.00 Ac.	
32.68	(22)	NW¼ of NE¼ Sec 21 T 3 S R 13 W Containing 40.00 Ac.	
80.00	(23)	S½ of NE¼ Sec 21 T 3 S R 13 W Containing 80.00 Ac.	
160	(24)	Pt of W½ of NW¼ Sec 4 T 3 S R 13 W Containing 1.00 Ac.	

— PX 3[s] ——————————→

w and different list of purported land descriptions pasted
ly printed and partly blank lease form acknowledged by
recorded, as alteration of PX 2 after detachment of un-
st, which first list Court found only from parol testimony
hout reference or identification. Both the detaching of
3 were done without the knowledge or consent of Mrs.

	✔ Same or substantially same as in 1st list	This new description is apparently a substitute for description in the 1st list. Item No.	(a) Not mentioned in the 1st list in any manner or (b) nature of alterations
1 Ac.	Except acreage	No. 17	Change in acreage
0 Ac.	✔ No. 18		
5 Ac.	✔ No. 19		
) Ac.	Similar No. 35	No. 35	
5 Ac.	Altered	No. 10 No. 30	New description for partial descriptions
2 Ac.	Altered	No. 33 No. 9 No. 29	New description
5 Ac.	Altered	No. 11	Acreage increased
0 Ac.	✔ No. 12	No. 31 (?)	
0 Ac.	✔ No. 14		
0 Ac.	✔ No. 13	No. 31 (?)	
0 Ac.	✔ No. 16	No. 32 (?)	
0 Ac.		No. 32 No. 15	
0 Ac.	✔ No. 21		**"and fract. NE¼ of W. fract. ½ of" was added to No. 21 in PX2**
) Ac.	✔ No. 20		
) Ac.	Altered	No. 5	**"E½" entirely new**
) Ac.		No. 5	**"NW¼" entirely new**
) Ac.	✔ No. 6		
) Ac.	✔ No. 7		
) Ac.	✔ No. 8		
) Ac.	Same except acreage No. 2	No. 2	
) Ac.	Altered	No. 4	**"E½" entirely new**
0 Ac.	New		**Entirely new tract**
0 Ac.	New		**Entirely new tract**
0 Ac.	New		**Entirely new tract**
9 Ac.	Altered	No. 22 No. 34	Acreage increased
7 Ac.	Altered	Similar to No. 28	

(19)	Lot 1 & 2 Sec 14 T 3 S R 14 W 77.65 A	See PX3 No. 3 except acreage		117.30
(20)	Lot 2 (for res) Sec 7 T 3 S R 13 W 69.40 A	X*	No. 14	56.37
(21)	Lot 1 (for res) Sec 7 T 3 S R 13 W 19.75 A	X*	No. 13	19.70
(22)	Fraction Sec 6 T 3 S R 13 W 57.98 A	See PX3 No. 25 except as to acreage		32.68
(23)	Pt E½ SW¼ Sec 16 T 3 S R 13 W 40 A	✓	No. 27	80.00
(24)	Pt SE¼ Sec 16 T 3 S R 13 W 40 A	✓	No. 28	160
(25)	S½ NE¼ Sec 16 T 3 S R 13 W 80 A	X*	No. 29	80
(26)	N½ SE¼ Sec 22 T 3 S R 13 W 80 A	X*	No. 31	80
(27)	E½ SW¼ (For res) Sec 22 T 3 S R 13 W 80 A	X*	No. 32	80
(28)	Fraction Sec 31 T 2 S R 13 W 34.25 (forest reserve)	See PX3 No. 26 except acreage		150.65 A
(29)	Fraction Sec 1 T 3 S R 14 W 44 A (forest reserve)	See PX3 No. 6 See Also No. 9 This List except acreage		102.71
(30)	Pt lots 1, 2, 3 and 4 S 11 T 3 S R 14 W 51 A	See Also No. 10 This List ✓ See Also No. 5 PX3		175.20
(31)	Pt N½ Sec 12 T 3 S R 14 W 216.63 (Forest reserve)	✓	No. 8 No. 10	306.56
(32)	Pt NW¼ Sec 13 T 3 S R 14 23.70 A (forest reserve)	✓	No. 11 No. 12	80
(33)	Pt S½ (forest reserve) Sec 1 T 3 S R 14 W 24.30 A	✓	No. 6	51.35
(34)	Fraction Sec 6 T 3 S R 13 W 5 (Forest reserve)	✓	No. 25	32.88
(35)	Fraction Fraction Sec 36 T 3 S R 14 W 49.40 A (Forest reserve)	✓	No. 4	150.65
(36)	E½ SE¼ Sec 21 T 3 S R 13 W 80 A (Forest reserve)	X*	No. 20	80
(37)	Pt NE¼ SW¼ Sec 16 T 3 S R 13 W 40 A (Forest reserve)	✓	No. 27	40
(38)	E½ SE¼ NW¼ SE¼ Sec 16 T 3 S R 13 W also NW¼ SE¼ same section 120 A (Forest reserve)	✓	No. 28	160
(39)	Pt S½ Sec 21 T 3 S R 13 W Sec 21 T 3 S R 13 W 40 A (forest reserve)	✓	No. 20	320
(40)	Pt SW¼ SW¼ Sec 16 T 3 S R 13 W 40 acres (Forest reserve) being a total in all of 2,568.66 Acres	✓	No. 30	40

56.37	(20)	S½ Sec 21 T 3 S R 13 W	Containing 320.00 Ac.	Same exc acreage N
19.70	(21)	E½ of NW¼ Sec 21 T 3 S R 13 W	Containing 80.00 Ac.	Alterec
32.68	(22)	NW¼ of NE¼ Sec 21 T 3 S R 13 W	Containing 40.00 Ac.	New
80.00	(23)	S½ of NE¼ Sec 21 T 3 S R 13 W	Containing 80.00 Ac.	New
160	(24)	Pt of W½ of NW¼ Sec 4 T 3 S R 13 W	Containing 1.00 Ac.	New
80	(25)	Pt fr Sec 6 T 3 S R 13 W	Containing 62.99 Ac.	Alterec
80	(26)	Pt fr Sec 31 T 2 S R 13 W	Containing 43.47 Ac.	Alterec
80	(27)	E½ SW¼ Sec 16 T 3 S R 13 W	Containing 80.00 Ac.	Alterec
50.65 A	(28)	SE¼ Sec 16 T 3 S R 13 W	Containing 160.00 Ac.	Alterec
02.71	(29)	S½ of NE¼ Sec 16 T 3 S R 13 W	Containing 80.00 Ac.	✓ No.
175.20	(30)	SW¼ of SW¼ Sec 16 T 3 S R 13 W	Containing 40.00 Ac.	Alterec
306.56	(31)	N½ of SE¼ Sec 22 T 3 S R 13 W	Containing 80.00 Ac.	✓ No.
80	(32)	E½ of SW¼ Sec 22 T 3 S R 13 W	Containing 80.00 Ac.	✓ No.
51.35	(33)	W½ of SW¼ Sec 22 T 3 S R 13 W	Containing 80.00 Ac.	New
32.88				
150.65				
80				
40				
160				
320				
40				

[7] (R. 45, offered R. 45) PX 2 is first list (unsigned) of pu found by the court only from parol testimony to have beer back of the partly printed, partly written, and partly blan form was acknowledged by petitioner on July 27, 1937.

[8] (R. 46, offered R. 46) PX 3, which is an entirely new and land descriptions pasted on face of partly written, partly lease form acknowledged by Mrs. Maier July 27, 1937, as PX 2 after detachment of unidentified and unsigned first found only from parol testimony was clipped to lease fo identification. Both the detaching of PX2 and said pasting out the knowledge or consent of Mrs. Maier, petitioner.

[9] Where description unaltered in 2nd list (PX 3) except by "containing" we have placed an X mark in this column.

New		**Entirely new tract**
Altered	No. 22 No. 34	Acreage increased
Altered	Similar to No. 28	
Altered	No. 23 No. 37	**"E½" entirely new**
Altered	No. 24 No. 38	Altered by combining two void descriptions
✓ No. 25		
Altered	No. 40	Changed from void to legal description
✓ No. 26		
✓ No. 27		
New		**Entirely new tract**

nsigned) of purported land descriptions
ıy to have been pinned or clipped to the
ınd partly blank lease form, which lease
ıly 27, 1937.

irely new and different list of purported
written, partly printed and partly blank
y 27, 1937, as recorded, as alteration of
unsigned first list, which first list Court
ped to lease form without reference or
nd said pasting of PX 3 were done with-
r, petitioner.

X 3) except by the addition of the word
this column.